## **EXHIBIT F**



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Mr. Paul Angerame, Vice President Forest Electric Corp. 4001 Governor Printz Blvd. Wilmington, DE 19802

April 6, 2004

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Reference:

Bank One Brandywine - CDC II

General Lighting and Power - RFP 6B

Dear Mr. Angerame:

This letter is notification to Forest Electric Corp ("FEC") of issues related to the referenced project.

## Background

Your letter of October 2, 2003 acknowledged FEC's intent to engage us to perform certain Work on the referenced project. This Work is further defined in your September 22, 2003 RFP to us with the drawings related to our trade and the six line items on the FEC: Vendor Schedule serving as the basis for our bid.

Your October 2, 2003 letter indicated that "the Prime Contract Documents have not been finalized" and you "will endeavor to enter into and execute a definite Subcontract Agreement..."

We conditionally acknowledged our intent to enter into an arrangement with FEC, but such arrangement was contingent upon sufficient time for our review of the documents including the Prime Contract, the Subcontract and a detailed Schedule among others. The Prime and Subcontracts have not been delivered to date. Three versions of the Schedule have been issued since bid time without any input from us.

With the representations proffered in your October 2, 2003 letter, we promptly began work on this project on or about October 7, 2003.

## Issues

- 1. We continue to work on this very large project without a written contract. Other than a blank contract form, to date, we have not received as requested by us, a Subcontract or a copy of the Prime Contract, respectively, described in your letter of October 2, 2003.
- 2. Work was not performed in the sequence or the timeframe represented in your bid documents, which was the basis of our bid.
- 3. FEC requested changes in the sequence, timeframe and manner of our work performance different than the bid documents and the basis of our bid.
- 4. Physical on-site conditions were not as represented at bid time and could not have been reasonably anticipated. For example, open trenches for chiller piping approximately four feet wide and thirty inches deep were clearly a barrier to our work.



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- 5. April 6, 2004We continue to work on this project with planning and coordination activities provided by FEC that in no way parallel what would be expected on a project of this magnitude; our bid was based upon the planning and coordination reasonably expected on projects of this type.
- 6. The project is not guided by a Schedule with sufficient detail and information to perform proper planning and coordination; our bid was based upon scheduling of a caliber normally associated with projects of this size and urgency including mutually agreed upon schedule changes or at least trade input.
- Material storage and lay-down areas were changed during the project and were a
  continual and significant barrier to the performance of our work as reasonably planned at
  bid time.
- 8. Inability to perform work in Area B
- 9. Major material/equipment purchases important to our work, were completed by others, compromising our effectiveness in follow-up and expediting. This arrangement places responsibility for complete and timely delivery of the purchases on the originator of the purchases. Late material/equipment deliveries, incomplete orders and changes to orders, all arranged and agreed upon by others, hindered the performance of our work; our bid was based upon timely delivery of material/equipment in accordance with the schedule provided at bil time.
- 10. Unusual efforts were requested for us to arrange, coordinate and transport material/equipment from another compatible site to complete our work due to material/equipment delays by others, only to have to arrange, coordinate and transport material/equipment back to the compatible site, when the orders arranged by others finally were received.
- 11. Numerous requests to perform work in a place, time and manner to correct scheduling problems created by others. This includes the performance of work in areas too small for our personnel, let alone the personnel from other trades, resulting from schedule and material/equipment deliver and movement problems caused by others.
- 12. Number and quantity of change orders to date.

We will follow this notice with more detail in each case to generate a change order request for the purpose of billing the impact of these issues on us during this project. It should be recognized that this project is still on-going and it is impossible at this point to determine the full impact of these issues on us. Upon completion of the project we will submit for payment the final impact of these issues that were not previously presented.

Please contact us if you have any questions.

Very truly yours,

Charles K. Doble, III Project Manager